

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE:** : **BK. No. 18-13522 ELF**  
**PATTI LYNN CAESAR** :  
**A/K/A P LYNN CAESAR** : **Chapter No. 13**  
**Debtor**

**TRUIST BANK**

**Movant**

**v.**

**PATTI LYNN CAESAR**  
**A/K/A P LYNN CAESAR**

**Respondent**

**NOTICE OF COVID-19 MORTGAGE FORBEARANCE AGREEMENT PURSUANT TO  
LOCAL ORDER 20-3007**

The undersigned, Phelan Hallinan Diamond & Jones, LLP, are creditor's counsel in this matter.

1. Debtor currently has a mortgage with **TRUIST BANK, SUCCESSOR BY MERGER TO SUNTRUST BANK**. The property address is 212 WILLIAMSBURG ROAD, ARDMORE, PA 19003-3104, Loan # ending in 5814. A Proof of Claim has been filed on the claim register at #4. A written Notice of Payment Change/Forbearance is being filed on the claims docket pursuant to bankruptcy Rule 3002.1 (b) and Local Rule 20-3007.
2. The terms of the forbearance are as follows: Regular monthly mortgage payments starting with the April 1, 2020 payment through June 30, 2020 are suspended. Payment of the escrow component of the regular monthly mortgage payments shall also be suspended.
3. The Creditor advises that no fees will be assessed against the loan with regard to this Notice of Forbearance.

4. Prior to the expiration of the forbearance period, Debtor must either (1) request additional forbearance time under Local Rule, State or Federal Law; (2) enter into loss mitigation with Creditor; or (3) file an Amended Chapter 13 Plan which cures the arrears resulting from the forbearance period over the remainder of the Chapter 13 Plan.
5. Creditor, does not waive any rights to collect the payments that come due during the forbearance period or any payments that were due and owing prior to the forbearance period. The payment post-petition amount due at the time of this forbearance is \$2,203.55.
6. Creditor does not waive its rights under the terms of the note and mortgage or under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect on any post-petition escrow shortage.

/s/ Jerome Blank, Esquire

Jerome Blank, Esq., Id. No.49736

Phelan Hallinan Diamond & Jones, LLP

1617 JFK Boulevard, Suite 1400

One Penn Center Plaza

Philadelphia, PA 19103

Phone Number: 215-563-7000 Ext 31625

Fax Number: 215-568-7616

Email: jerome.blank@phelanhallinan.com

May 18, 2020

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE:**

**PATTI LYNN CAESAR  
A/K/A P LYNN CAESAR**

**Debtor**

**BK. No. 18-13522 ELF**

**Chapter No. 13**

**TRUIST BANK**

**Movant**

**v.**

**PATTI LYNN CAESAR  
A/K/A P LYNN CAESAR**

**Respondent**

**CERTIFICATE OF SERVICE**

I hereby certify that service upon all interested parties, indicated below was made by sending true and correct copies of the Notice of Forbearance by electronic means on May 18, 2020.

WILLIAM C. MILLER, ESQUIRE (TRUSTEE)  
P.O. BOX 1229  
PHILADELPHIA, PA 19105

PATTI LYNN CAESAR  
212 WILLIAMSBURG ROAD  
ARDMORE, PA 19003-3104

DANIEL P. MUDRICK, ESQUIRE  
325 SENTRY PARKWAY EAST  
BUILDING 5 WEST - SUITE 320  
BLUE BELL, PA 19422

UNITED STATES TRUSTEE  
OFFICE OF THE U.S. TRUSTEE  
200 CHESTNUT STREET  
SUITE 502  
PHILADELPHIA, PA 19106

/s/ Jerome Blank, Esquire

Jerome Blank, Esq., Id. No.49736  
Phelan Hallinan Diamond & Jones, LLP  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
Phone Number: 215-563-7000 Ext 31625  
Fax Number: 215-568-7616  
Email: jerome.blank@phelanhallinan.com

May 18, 2020

Exhibit “A”



SunTrust Bank  
P.O. Box 27767  
Richmond, VA 23261-7767

**Mortgage Loan Number:**

[REDACTED]

**Property Address:**  
212 Williamsburg Rd  
Ardmore PA 19003

[REDACTED]  
PATTI L CAESAR  
212 WILLIAMSBURG RD  
[REDACTED]

April 23, 2020

Dear Client(s):

Thank you for contacting us about your mortgage. You have been approved for a Forbearance Plan based on a review of your incomplete Loss Mitigation application. This Forbearance Plan is a temporary suspension of your mortgage payments intended to allow you the time and flexibility to manage the financial challenges affecting your ability to pay your mortgage. The terms of your mortgage, however, will remain the same.

Other Loss Mitigation options may be available for your loan. To be reviewed for all Loss Mitigation options that are available for your loan, regardless of whether you have accepted or declined this offer for a Forbearance Plan, please submit a complete Loss Mitigation application. Your Home Preservation Client Representative (HPCR) listed below can be contacted for more information.

#### **Forbearance Plan Terms**

As part of your Forbearance Plan, we have temporarily suspended your monthly mortgage payment amount of \$2,049.07 for the months April 1, 2020 to June 1, 2020. Your next payment will be due on July 1, 2020. During this time, you do not need to make any mortgage payments.

At the end of the forbearance period, unless you qualify for an extension of the forbearance, you will be responsible for making all the payments not paid during this period along with the first payment that comes due after the end of the forbearance period. You will be responsible for all past due amounts on your account. If you are unable to pay all amounts due at the end of the forbearance period, you may apply for further Loss Mitigation assistance.

#### **CARES Act:**

If your loan is a federally-backed mortgage loan as defined in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020 signed by the President on March 27, 2020, and you have requested forbearance due to a hardship arising from COVID-19, you are entitled to an initial forbearance period of up to 180 days (or six months). You are also entitled to extend your total forbearance period for up to twelve (12) months. You can extend your forbearance period by contacting Truist Bank through your Home Preservation Client Representative (HPCR) listed below. For borrowers eligible under the CARES Act, no additional documentation or information will be required from you in order to extend your initial forbearance period. For loans not subject to the CARES Act, additional requirements may apply to extend your forbearance period.

- The CARES Act generally applies to residential mortgages backed by the federal government, including mortgages owned by Freddie Mac and Fannie Mae, or insured by the U.S. Federal Housing Administration (FHA), Department of Veterans Affairs (VA), or Department of Agriculture (USDA). If you are unsure whether your loan is covered by the CARES Act, please contact your HPCR listed below for assistance.

We will attempt to contact you before the end of your initial forbearance period to determine if you wish to extend your forbearance or explore other Loss Mitigation options.

**Next Steps**

- Review and sign the attached Forbearance Acceptance of Terms and Conditions (“Acceptance”). Please return the executed document using one of the following methods:
  - o Email: [homepreservationdocuments@suntrust.com](mailto:homepreservationdocuments@suntrust.com)
  - o Mail to: Truist Bank  
PO Box 85077  
Richmond, VA 23285-5077
- We understand you may not be able to return the signed Acceptance immediately; however, we request that you do so at your earliest convenience. Your approval of this offer will not be impacted by the delay in receipt of the signed document.
- If you do not agree with the terms stated below or no longer need forbearance assistance, please contact your HPCR using the contact information stated below to advise us that you wish to either opt out of this agreement and continue making your normal payments or wish to explore additional Loss Mitigation options.
- If your financial situation changes during the term of your Forbearance Plan, please contact us immediately to reassess your situation and discuss potential alternatives.
- Prior to the end of the Forbearance Plan, we will contact you to provide information on alternatives that may be available to you at the end of the Forbearance Plan term, such as an extension of your forbearance, reinstatement, repayment plan or other alternative to foreclosure, such as a loan modification.

**Additional Forbearance Plan Information and Legal Notices**

We will not refer your loan to foreclosure or proceed to foreclosure sale during this Forbearance Plan, provided you are complying with the terms of the Forbearance Plan:

- If your debt is discharged in bankruptcy or you are protected by the automatic stay in a bankruptcy proceeding, Truist Bank, successor-by-merger to SunTrust Bank, Inc., (Truist), recognizes that you may not be liable for this debt and this letter is not an attempt to collect a debt but is being sent for notice purposes only.
- Any pending foreclosure action or proceeding that has been suspended may be resumed if you fail to comply with the terms of the Forbearance Plan.
- This Forbearance Plan offer is contingent on your having provided accurate and complete information. We reserve the right to revoke this offer or terminate the plan following your acceptance if we learn of information that would make you ineligible for forbearance.
- You agree that, in the event you make any payments during the Forbearance Plan term, we will hold those payments in an account until sufficient funds are in the account to pay your oldest delinquent monthly payment. You also agree that we will not owe you interest on the amounts held in the account. If any money is left in this account at the end of the Forbearance Plan, it will be applied to reduce the unpaid amounts of your mortgage loan in accordance with the terms of the mortgage and applicable law.
- Our acceptance and posting of any payment you make during the forbearance period will not be deemed a waiver of the acceleration of your loan and related activities, including the right to resume or continue foreclosure if you fail to comply with the terms of the plan, and shall not constitute a cure of your mortgage default unless such payments are sufficient to completely cure the default.

**Your current loan documents remain in effect; however, you are not required to make any payment during the term of the Forbearance Plan:**

- You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the Forbearance Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.
- **Credit Reporting:** Please note that during the term of the Forbearance Plan we may be reporting the status of your account and the entry into a Forbearance Plan to the credit reporting agencies. If during the term of your Forbearance Plan, you file for bankruptcy or are protected by the automatic stay or a discharge in a bankruptcy proceeding, we may report this information to the credit reporting agencies.
- **FNMA Clients:** If your Mortgage has been modified under the Home Affordable Modification Program<sup>SM</sup> (HAMP<sup>®</sup>), please note that:  
If you become 90-days delinquent, you may be ineligible to receive any HAMP "Pay for Performance" incentives, including any accrued but unearned incentives.

If you have questions about the Loss Mitigation process or requirements, please contact your Home Preservation Client Representative (HPCR) at 855.223.4680 or directly at the extension below. Our business hours are 8 a.m. to 10 p.m., Monday through Friday and 9 a.m. to 3 p.m., ET, Saturday. We appreciate your relationship with us, and look forward to assisting you in the future.

Our records indicate that you have an assigned Home Preservation Client Representative (HPCR). The contact information of your HPCR is below:

Thongdeng Komthirath  
Home Preservation Client Representative  
Phone: 855.223.4680 ext. 1053937  
Fax: 877.589.0758  
Email: thongdeng.komthirath@suntrust.com  
WWW.SUNTRUST.COM

Enclosure: Forbearance Plan Acceptance Form

Disclosure(s)

Business Reply Envelope





**PLEASE REVIEW THE FOLLOWING IMPORTANT DISCLOSURES**

If Property/Loan is in the State of Washington

Washington state law against discrimination prohibits discrimination in credit transactions because of race, creed, color, national origin, sex, marital status, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service dog by a disabled person. The Washington State Human Rights Commission administers compliance with this law.

If Property/Loan is in the State of California

If our decision was wholly or partially based upon information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of the report from the consumer credit reporting agency identified above and from any other consumer credit reporting agency which compiles and maintains files on consumers on a national basis. You also have the right under California Civil Code Section 1785.16 to dispute the accuracy or completeness of any information in a consumer credit report issued by a consumer credit reporting agency.

If Property/Loan is in the State of Maine

Under Maine law (10 M.R.S. 1316), you have a right to a free copy of your report from the reporting agency, if you request no later than 60 days after you receive this notice. In addition, under the Maine law (10 M.R.S. 1317), if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.



SunTrust Bank  
P.O. Box 27767  
Richmond, VA 23261-7767

April 23, 2020

FORBEARANCE ACCEPTANCE OF TERMS AND CONDITIONS

1. This Forbearance Plan Acceptance ("Acceptance") is offered by Truist Bank, successor by merger to SunTrust Bank, Inc., ("Servicer"), to the following listed borrowers (whether one or more, herein referred to as "Borrower")

PATTI L CAESAR

and related to Servicer's Loan secured by the property located at:

212 WILLIAMSBURG RD  
Ardmore PA 19003

2. Currently, the Loan is due for 1 installment(s), from April 1, 2020 through April 30, 2020. In consideration of extending forbearance for a period of time, it is necessary that the Borrower indicate his and/or her understanding and acknowledgment of the terms of this Acceptance by immediately signing and returning it to the Servicer.
3. The installment payments due on the dates listed below have to be paid during the forbearance period listed per the terms of this Acceptance:

DATE DUE	PAYMENT AMOUNT
04/01/2020	\$0.00
05/01/2020	\$0.00
06/01/2020	\$0.00

4. If the Loan is a federally-backed mortgage loan as defined in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020 signed by the President on March 27, 2020, the Borrower shall have the option to extend the forbearance period provided in paragraph 3 for up to twelve (12) months as long as the borrower remains eligible for relief under the CARES Act.
5. Borrower understands and agrees that at the end of the forbearance period, unless extended under paragraph 4 or otherwise by agreement of the parties, Borrower will be responsible for paying all the payments not paid during the forbearance period along with the first payment that comes due after the end of the forbearance period, including all past due amounts. If Borrower is unable to pay all amounts due at the end of the forbearance period, Servicer will review Borrower's financial situation to determine if any further Loss Mitigation options are available to avoid or suspend foreclosure.
6. Borrower understands and agrees that during the forbearance period, a portion of any payments received will be placed on hold for a specified length of time. Borrower further understands and agrees that even though forbearance is being granted to avoid or suspend foreclosure, Servicer will report the status of the Loan to the major credit bureaus.

Borrower agrees that the terms of the forbearance plan, as outlined in this Acceptance, may require that Servicer retain any of the payments received in a separate (suspense) account until full payment has accrued. Borrower agrees to waive any right to receive notification from Servicer regarding the monies held in suspense. This right to notification is knowingly waived by Borrower because the terms of the forbearance plan have afforded Borrower notice that any of the payments received will be held in a suspense account.

7. All attorney's fees, foreclosure costs or late charges may be applicable before or after your forbearance period. All attorney's fees, foreclosure costs or late charges are only omitted during the months listed above.
8. If Borrower is unable to meet the obligations outlined in this Acceptance, please contact Servicer immediately. It may be possible to renegotiate the terms of this Acceptance. Failure to keep the terms of this plan could result in immediate referral to foreclosure or resumption of foreclosure proceedings.
9. Except to the extent the Borrower is entitled to an additional forbearance period under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020, H.R. 748, Servicer is under no obligation to enter into any further agreement. This Acceptance shall not constitute a waiver of Servicer's right to insist upon strict performance in the future.
10. All of the provisions of the Note and Security Instrument, except as herein provided, shall remain in full force and effect. Any breach of any provision of this Acceptance or non-compliance with this Acceptance, shall render this Acceptance null and void. Servicer, in its sole discretion and without further notice to Borrower, may terminate this Acceptance if there is a breach of its terms. If this Acceptance is terminated, the Servicer may institute foreclosure proceedings according to the terms of the Note and Security Instrument. In the event of foreclosure, Borrower may incur additional expenses relating to attorney's fees and foreclosure costs.

In addition, Borrower hereby consents to being contacted concerning this Loan at any cellular telephone number Borrower may have. This includes text messages, at no cost to Borrower, and telephone calls including the use of automated dialing systems to contact Borrower's cellular telephone.

This Acceptance, once signed without modification by the Borrower, expresses the final agreement between the Servicer and the Borrower concerning the matters described in this Acceptance. Borrower agrees that there are no other promises, assurances or agreements on which the Borrower is relying other than what is contained in this Acceptance. Except as expressly modified by the terms of this Acceptance, all terms of the loan remain unchanged, and in full force and effect.

By signing and returning this form, borrowers accept the terms of this Offer. Please return your written acceptance by May 13, 2020.

**Please note: SunTrust Bank has merged with Branch Banking and Trust Company, and the combined bank is now known as Truist Bank.**

---

PATTI L CAESAR

---

DATE

Our records indicate that you have an assigned Home Preservation Client Representative (HPCR). The contact information of your HPCR is below:

Thongdeng Komthirath  
Home Preservation Client Representative  
Phone: 855.223.4680 ext. 1053937  
Fax: 877.589.0758  
Email: thongdeng.komthirath@suntrust.com  
WWW.SUNTRUST.COM

\*Referenced above is the contact information for your Home Preservation Client Representative HPCR. If when you contact us, the assigned HPCR is not available your call will be re-routed to another member of the team who can assist you with your question.

## IMPORTANT FEDERAL DISCLOSURES

- The Servicemembers Civil Relief Act (SCRA) provides important financial and legal protections to service members including caps on interest rates, stays of certain legal proceedings, protection from eviction, and termination of leases without repercussions. Learn more at [www.militaryonesource.mil](http://www.militaryonesource.mil).
- SunTrust is a member of the HOPE NOW Alliance. HOPE NOW is an alliance between counselors, servicers, investors and other mortgage market participants with a mission to prevent foreclosures through outreach to borrowers at risk. To obtain more information about HOPE NOW, contact the Homeowner's HOPE hotline at 888.995.HOPE (4673) and [www.995HOPE.org](http://www.995HOPE.org) or [www.HOPENOW.com](http://www.HOPENOW.com). The HOPE NOW Alliance provides free independent, HUD-approved counseling to homeowners in financial trouble. Or you can contact the US Department of Housing and Urban Development (HUD) at 800.569.4287 or [www.hud.gov/foreclosure](http://www.hud.gov/foreclosure) for information about HUD-approved counseling agencies that may assist you.
- This communication is an attempt to collect a debt and any information you provide, whether written or verbal, will be used for that purpose. However, if your debt is discharged in bankruptcy or you are protected by the automatic stay in a bankruptcy proceeding, SunTrust Bank recognizes that you may not be liable for this debt and this letter is not an attempt to collect a debt but is being sent for notice purposes only. If you are current on your loan account, the notice above is not intended to imply otherwise.
- **Qualified Written Requests (QWR), Notices of Error (NOE), and Requests for Information (RFI)**  
Federal Law permits you to contact us in writing regarding your account in order to request certain types of actions and/or information (with exceptions). These requests include (1) a Qualified Written Request, (2) a Notice of Error, and (3) a Request for Information. If you submit a QWR or NOE, please include your name, loan account number and the reason you believe the account is in error. If you submit an RFI, please include your name, loan account number and the specific information requested.

QUALIFIED WRITTEN REQUESTS, NOTICES OF ERROR, and REQUESTS FOR INFORMATION, must be mailed to:

SunTrust Bank  
ATTN: QWR/NOE/RFI  
P.O. Box 26527  
Richmond, VA 23261-6527

- The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agencies that administer compliance with this law concerning this creditor are the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington DC 20006 and the Federal Trade Commission, Equal Credit Opportunity, Washington DC 20580.



Equal Housing Lender. Truist Bank - NMLS #399803.

## STATE DISCLOSURES

If you are a California resident or your property is in California, the following may apply to you.

- As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

If you are a resident of Ohio or your property is in Ohio, the following may apply to you.

- The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

If you are a Texas resident or your property is in Texas, the following may apply to you.

- **Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.**

If you are a Utah resident or your property is in Utah, the following may apply to you.

- As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

If you are a Wisconsin resident or your property is in Wisconsin, the following may apply to you.

- No provisions of a marital property agreement, a unilateral statement under Section 766.59, or a court decree under Section 766.70, adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree, or has knowledge of the adverse provision when the obligation to the creditor is incurred.